

PERFORMANCE BOND

Form Approved

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1. BOND NUMBER

2. DATE BOND EXECUTED (MM/DD/YY)

3. PRINCIPAL (Legal Name, SCAC and Address)

4. TYPE OF ORGANIZATION

5. STATE OF INCORPORATION

6. SURETY(IES) (Name and Address)

7. SUM OF BOND

(Million(s) Thousand(s) Hundred(s) Cent(s))

8. EFFECTIVE DATE (MM/DD/YY) (12:01 a.m. EST & continuing until canceled)

DEPARTMENT OR AGENCY REPRESENTING THE GOVERNMENT:

MILITARY TRAFFIC MANAGEMENT COMMAND or the GENERAL SERVICES ADMINISTRATION

Know all men by these presents, that we, the Principal and Surety(ies) hereto, are firmly bound to the United States of America (herein-after called the Government) in the above sum for the repayment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

The condition of this obligation is such, that whereas the Principal contemplates entering into Government Bill of Lading contracts, from time to time during the effective period of this Bond, with the Government, represented by the department or agencies shown above for furnishing supplies or services to the Government, and desires that all such contracts be covered by one bond, instead of by a separate Performance Bond for each contract.

Now, therefore, if the Principal shall perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all such contracts so entered into during the original term thereof and any extensions that may be granted by the Government, with or without notice to the Surety(ies) and during the life of any guaranty required under the conditions, and agreements of any and all duly authorized modifications of such contracts, that may hereafter be made, notice of which modifications of to the Surety(ies) being waived, then the above obligation shall be void and of no effect.

This Performance Bond serves to protect the Government against potential financial damage and interference with the Military Traffic Management Command mission to effect delivery of shipments. By this Performance Bond, the Surety underwrites and assumes the Principal's liability to the Government for excess procurement costs when, due to the Principal's failure to complete the delivery of a shipment, the Military Traffic Management Command deems it necessary to procure transportation services from an alternate carrier. The Government shall be the sole beneficiary of this Bond in the event the Principal defaults and is unable to perform for whatever reason, including that of filing a petition in bankruptcy, or an involuntary bankruptcy. This bond will be continuous and may be canceled at any time by the Surety(ies) upon thirty (30) days written notice to Headquarters, Military Management Command, Attn: MTOP-QQ, 5611 Columbia Pike, Falls Church, Virginia 22041-5050, representing the Government. Termination under this provision shall not effect, or relieve the Surety(ies) of any obligation or liability that may have occurred prior to such termination.

NOTE 1: The word "contracts" as used herein means agreements for transportation and service as provided in applicable Government Bills of Lading, and associated tenders of service, rate tenders and tariffs.

NOTE 2: The word "services" as used herein means all transportation and related services required to be performed in accordance with the applicable contracts as defined above.

In witness hereof, the Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

A. PRINCIPAL		B. CORPORATE SEAL
(1) Signature	(2) Typed Name and Title	
C. SURETY		D. CORPORATE SEAL
(1) Signature	(2) Typed Name and Title	

INSTRUCTIONS FOR COMPLETING PERFORMANCE BOND

1. Enter the Performance Bond number.
2. Enter the date on which the Performance Bond is executed.
3. Enter the full legal name, Standard Carrier Alpha Code (SCAC), and business address of the Principal.
4. Enter the type of organization (individual, partnership, joint venture, or corporation).
5. Enter the state in which the Principal is legally incorporated.
6. Enter the legal name and business address of the Surety(ies). The Bond shall be executed by a Surety identified in the most current Fiscal Service, Treasury Department Circular No. 570, and shall be acting within the limitations set forth therein.
7. The sum of the Bond shall be no more than \$100,000. Enter figures only as shown in the following example:

Thousand(s)	Hundred(s)	Cent(s)
100,	000.	.00
8. The bond will be continuous until canceled. Enter the beginning date of the Bond.
9. a. The Bond shall be signed by the executive carrier official, and the person's name and title shall be typed.
 - b. The Principal's corporate seal shall be affixed.
 - c. The original signature(s), typed name and title of the person representing the Surety shall be provided.
 - d. The corporate seal of the Surety shall be affixed.

